

# EXHIBIT H

**PRYOR CASHMAN S. LERMAN & FLYNN LLP**

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WRITER'S DIRECT DIAL:

(212) 326-0885

WRITER'S EMAIL:

jzuckerb@pryorcashman.com

January 14, 2004

**VIA FACSIMILE (212) 206-8900 AND REGULAR MAIL**

Mr. Wilfredo N. Larancuent  
Laundry, Dry Cleaning and  
Allied Workers Joint Board, UNITE  
275 Seventh Avenue #15  
New York, NY 10001

Dear Mr. Larancuent:

Pursuant to the agreement of B&M Linen Service D/B/A Miron and Sons Linen Service (the "Company") and the Laundry, Dry Cleaning & Allied Workers Joint Board (the "Union"), the 2000-2003 CBA between the Union and the Company is amended as follows:

Paragraph 7(B) of the 2000-2003 CBA (Minimum Rates and Guarantees) is amended so that employees who are within their first 30 days of employment shall receive a minimum rate of \$6.00 an hour, which shall increase to \$6.50 an hour after the first 30 days of employment, and increase to \$7.50 an hour after the first 12 months of employment.

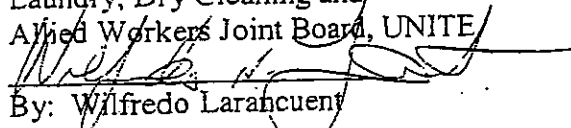
This amendment supersedes and takes precedence over any other language to the contrary in the 2000-2003 CBA, the 2003-2006 CBA, or any other agreement or writing between the parties.

Please indicate your acceptance of this Agreement by signing where indicated below.

Very truly yours,

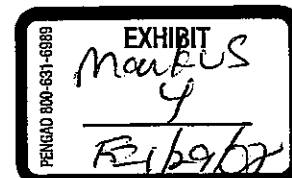
  
Joshua Zuckerberg

Accepted & Agreed to by:  
Laundry, Dry Cleaning and  
Allied Workers Joint Board, UNITE

  
By: Wilfredo Larancuent

RHS:jr

348707



### SETTLEMENT AGREEMENT

This Agreement is entered into this 7 day of <sup>February</sup> ~~January~~, 2004, between the Laundry, Dry Cleaning and Allied Workers Joint Board, UNITE, AFL-CIO, CLC (the "Union") and B & M Linen Corp., D/B/A Miron & Sons Linen Service (the "Employer") (referred to collectively herein as "the parties").

WHEREAS the Union alleges that the Employer owes a number of its employees money under the terms of the Collective Bargaining Agreement, dated November 28, 2000, which expired on November 27, 2003 ("CBA"); and

WHEREAS the Union filed charges with the National Labor Relations Board (2-CA-33596 and 2-CA-33783) against the Employer seeking to compel the Employer to comply with the terms of the CBA; and

WHEREAS, the National Labor Relations Board issued a decision dated September 16, 2002, against the Employer holding that the Employer was bound by the terms of the CBA (the "Board's Decision"); and

WHEREAS the Second Circuit Court of Appeals affirmed the Board's Decision;

WHEREAS, the Union also pursued arbitration against the Employer for its violations of the CBA and the arbitrator issued an opinion and award, dated October 21, 2002, finding the Employer liable to the employees for these violations, which included failure to honor the CBA's wages rates, increases and certain leave provisions (the "Award"); and

WHEREAS, the Union filed a federal civil action in the Southern District of New York (02 Civ. 9083 (GBD))(the "Civil Action"), which sought to enforce the Award, and for which a decision from the Court has yet to be rendered; and

WHEREAS the parties are desirous of resolving all claims between them, including those asserted in the Board's Decision, the Award, and the Civil Action, without the disruption, expense and inconvenience of further litigation; and without any admission or inference of liability, wrongdoing or fault on the part of either party;

NOW THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Effective as of November 28, 2003, for those employees covered by the CBA, who: a) were employed by the Employer between November 28, 2000 and November 27, 2003 (the "Term of the CBA"); b) were not paid at the appropriate rate pursuant to the CBA during the Term of the CBA; and c) are currently working for the Employer, the Employer will increase their wage rates by twenty cents (.20) per hour above and beyond any increases already agreed to in the 2003-2006 CBA between the Employer and the Union.



2. On or before January 1, 2004, the Employer will also provide the employees who are eligible to receive the wage increase described in Paragraph 1, above, with a one-week vacation bonus.

3. Effective January 1, 2005, for those employees who: a) were employed by the Employer during the Term of the CBA; b) were not paid at the appropriate rate pursuant to the CBA during the Term of the CBA; and c) are employed by the Employer on January 1, 2005, the Employer will increase their wage rates by five cents (.05) per hour above and beyond any increases already agreed to in the 2003-2006 CBA between the Employer and the Union. If the Employer determines that its financial condition at the time when the increase is due will hinder its ability to make these payments, the Union agrees to negotiate in good faith with the Employer over this increase. If no agreement is reached, the parties agree to submit the matter to binding arbitration.

4. The Employer agrees to apply the terms of the CBA to all eligible employees who: a) were covered by the CBA; b) were employed by the Employer during the Term of the CBA; c) were allegedly affected by the Employer's alleged contract violations and unfair labor practices during the Term of the CBA; d) are not employed by the Employer as of the date of this Agreement; and e) come forward with a claim under the CBA. A non-exhaustive list of the employees so affected, and about which the Union currently has knowledge, is attached hereto as Appendix A. Additional employees not named on the Appendix A list may come forward with claims for relief against the Employer. If there is a disagreement as to whether any employee is entitled to any relief under this Paragraph, the matter shall be submitted to arbitration pursuant to the terms of the CBA.

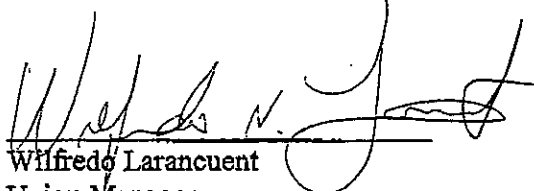
5. The Union shall withdraw and discontinue the Civil Action with prejudice and without costs to either party as against the other. The Union shall execute all necessary documentation, including a stipulation and order discontinuing the action against the Employer, and consents to having said stipulation filed with the District Court.

7. The Union shall withdraw and discontinue all efforts to enforce the Board's Decision. The Union shall execute any documentation requested by Region 2 of the NLRB, including any Board issued stipulation and the letter annexed hereto as Exhibit "B", to establish that the Union considers this Agreement to be a full and complete satisfaction of the Award and the Board's Decision.

8. Except as specifically stated herein, the Union, on behalf of itself and any employee covered by the CBA during the Term of the CBA, knowingly and voluntarily releases and forever discharges the Company, any of its parent, subsidiary, division, and related companies, and any of its past and present owners, directors, managers, officers, partners, employees, agents, attorneys and servants, and each of their predecessors, successors and assigns from any and all claims, or causes of action, of any nature whatsoever, known or unknown, for unpaid wages, benefits, or contributions, and/or regarding or related to facts, incidents, or circumstances occurring during the Term of the CBA, which would be based or predicated upon the CBA.



Miron Markus  
Employer



Wilfredo Larancuent  
Union Manager

10:29 AM  
11/13/03

**General Payroll  
Employee Phone List  
November 13, 2003**

Employee	SS No.	Address	Hire Date	Salary	Earnings 1/Rate
Adalgiza Rodriguez	592-51-6077	Adalgiza Rodriguez 2410 Walton Avenue Bronx	07/08/2002		Hourly Rate 7.50
Altagracia Ceballos	089-82-1093	Altagracia Ceballos 1738 Crotona Park Apt 4A	06/14/2002		Hourly Rate 7.50
Ana Benitez	113-82-7055	Ana Benitez 570 W 172nd st. Apt 2D New York	03/20/2002		Hourly Rate 7.50
Andrena Michel	124-88-9450	Andrena Michel 22-24 Marcy Place Apt 5D Bro	03/23/2001		Hourly Rate 7.50
Angela Franco	088-82-3633	Angela Franco 478 West 144st. Apt. 53 New Y	07/22/2003		Hourly Rate 6.50
Antonia Hernandez	980-71-5465	Antonia Hernandez 242 East 116th Street Apt	11/14/2000		Hourly Rate 7.75
Antonio Rodrigues	095-92-1136	Antonio Rodrigues 15 Lawrence st. Apt. 3A Yon	05/05/2003	15,800.00	Salary 15,800.00
Aura Salazar	110-88-9784	Aura Salazar 511 West 175st. Apt. 15 New Yo	07/01/2003		Hourly Rate 6.50
Avery Pierre	591-52-5391	Avery Pierre 2484 7th Ave. Apt.6 New York, N	04/26/2003		Hourly Rate 6.50
Bekany Diby	130-90-4336	Bekany Diby 1056 Sherman Ave. Apt. 3C Bro	07/07/2003		Hourly Rate 6.50
Carla Hernandez	058-90-0017	Carla Hernandez 1044 St. Johns Ave. Apt. 13 B	07/22/2003		Hourly Rate 6.50
Cira M Ramirez	072-92-3996	Cira M Ramirez 1348 Webster Ave. Apt. 9M Br	06/19/2003		Hourly Rate 6.50
Claudia Alvarez	610-66-0103	Claudia Alvarez 354 Cypress Ave. Apt. 1 I Bronx	04/07/2003		Hourly Rate 7.25
Clelia Orisma	127-68-7670	Clelia Orisma 654 St Nich Avenue Apt 22 New	08/07/1997		Hourly Rate 7.50
Dionicia Hernandez	040-42-2102	Dionicia Hernandez 322 East 116st. apt. 2 New	08/26/2002		Hourly Rate 7.75
Elena Morales	078-53-7865	Elena Morales 1174 East 164 st. Apt. 4B Bronx	07/08/2003		Hourly Rate 6.50
Erlinda Martinez	068-78-1589	Erlinda Martinez 730 East 166 st. Apt. 1B Bron	03/27/2003		Hourly Rate 7.50
Espania Pineda	102-71-6820	Espania Pineda 99 Broadway Apt 341 New Yo	11/26/2001		Hourly Rate 7.75
Francisco Pena	068-92-1207	Francisco Pena 430 Grand Concourse Ave. Ap	09/26/2002		Hourly Rate 7.50
Gracia Blyden	580-05-8819	Gracia Blyden 3624 Avenue L Brooklyn, NY 11	08/10/1995		Hourly Rate 8.80
Gregoria Intrigo	037-74-7563	Gregoria Intrigo 117 West 197th Street Apt A	04/10/2002		Hourly Rate 7.75
Jeime Rodriguez	107-88-1464	Jeime Rodriguez 1025 Boynton Ave. Apt.2D Br	09/20/2003		Hourly Rate 6.50
Jose Julio Alvarez	117-86-5825	Jose Julio Alvarez 1820 Thiriot Avenue Apt 6D E	08/12/2002	22,100.00	Salary 22,100.00
Jose Lopes	055-92-3980	Jose Lopes 1674 Macomes Road Apt. 5I Bronx	03/11/2002	16,900.00	Salary 16,900.00
Jose Ramirez	085-88-8984	Jose Ramirez 75 Bruce Ave. Apt. 3L Yankers,	03/24/2003	31,200.00	Salary 31,200.00
Josefina Rodriguez	130-90-6529	Josefina Rodriguez 451 West 166st. Apt 3D Ne	07/01/2003		Hourly Rate 6.50
Juan A Flores	079-76-4425	Juan A Flores 3335 Decatur Ave Apt 4B Bron	07/28/2003	28,600.00	Salary 28,600.00
Leonel Cabrera	785-07-3771	Leonel Cabrera 430 Grand Concourse Ave. Ap	11/05/2002		Hourly Rate 7.75
Marilu Flores	070-44-9128	Marilu Flores 1050 Grand Concourse Apt. 1J B	07/02/2003		Hourly Rate 6.50
Maritza Cordoba	624-32-2747	Maritza Cordoba 864 Sootherd Blvard Apt. 2C	07/03/2003		Hourly Rate 7.00
Mirian Bravo	142-74-9630	Mirian Bravo 3041 Holland Ave. Apt 55S Bronx	04/30/2002		Hourly Rate 7.75
Mocles Rosalva	087-74-1622	Mocles Rosalva 510 West 148th Street Apt 17	08/12/2002	13,000.00	Salary 13,000.00
Nancy Maisonave	116-86-1289	Nancy Maisonave 570 West 172nd Street New	10/14/2002		Hourly Rate 7.75
Ofelia Reyes	016-83-3278	Ofelia Reyes 212 Willes Ave. Apt. 5S Bronx, N	08/11/2003		Hourly Rate 6.50
Ousmane Quedrago	217-53-0003	Ousmane Quedrago 233 Bumsiang Ave. Apt. 8	07/14/2003		Hourly Rate 6.50
Patricia M. Payero	101-92-9317	Patricia M. Payero 726 East 152 st. Apt. 12 Bro	07/14/2003		Hourly Rate 6.50
Ramay Narimanov	155-06-9976	Ramay Narimanov 2021 84TH St. Apt 4K BRO	09/19/2002	24,700.00	Salary 24,700.00
Ramona Bautista	073-87-3054	Ramona Bautista 420 East 189 st. Apt. 21F Ne	03/27/2003		Hourly Rate 7.50
Reyna M. Barrios	150-83-5761	Reyna M. Barrios 340 East 151 st. Apt. 22 Bron	07/08/2003		Hourly Rate 6.50
Rodrigo Vaquero	473-83-3659	Rodrigo Vaquero 3257 Stanwell st. Apt. 4 E Ae	06/03/2003		Hourly Rate 6.75
Santa Piazza	058-28-3687	Santa Piazza 9 Maiden Lane Inwood, NY 1109	02/03/1997		Hourly Rate 8.00
Simon Mendelevich	077-80-6694	Simon Mendelevich 160 N. Main Street Apt 59E	08/12/2002	22,100.00	Salary 22,100.00
Susana Dias	054-75-9853	Susana Dias 110 2nd Ave Apt 2 New York, NY	04/25/2000		Hourly Rate 8.00
Valentina Nunez	074-74-4859	Valentina Nunez 1080 Sheridan Blvd Apt. 2D	03/29/2003		Hourly Rate 6.75
Yolanda Manzanaras	118-78-1349	Yolanda Manzanaras 1131 Odgen Avenue Ap	09/10/2001		Hourly Rate 7.75
Yolanda Perez	083-69-5285	Yolanda Perez 242 East 116th Street New York	08/13/2002		Hourly Rate 7.75

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**General Payroll  
Employee Phone List  
September 9, 2003**

(58)

Employee	SS No.	Hire Date	Salary	Earnings 1/Rate
Adalgiza Rodriguez	592-51-6077	07/06/2002		Hourly Rate 7.50
Alessa Dylfaye	066-90-3365	12/12/2002		Hourly Rate 7.75
Altagracia Ceballas	099-82-1093	06/14/2002		Hourly Rate 7.50
Ana Benitez	113-82-7056	03/20/2002		Hourly Rate 7.50
Andrema Michiel	124-88-9450	03/23/2001		Hourly Rate 7.50
Angela Franco	088-82-3633	07/22/2003		Hourly Rate 7.50
Antonia Hernandez	980-71-5465	11/14/2000		Hourly Rate 8.00
Antonio Rodrigues	095-92-1136	05/05/2003	15,600.00	Hourly Rate 7.50
Aura Salazar	110-88-9784	07/01/2003		Salary 15,600.00
Avery Piarre	591-62-5391	04/26/2003		Hourly Rate 6.50
Bekahity Diby	130-90-4336	07/07/2003		Hourly Rate 6.50
Blanca Gonzales	062-88-3436	11/05/2002		Hourly Rate 6.50
Bourahima Ouedraogo	085-90-4116	05/26/2002		Hourly Rate 7.00
Carla Hernandez	058-90-0017	07/22/2003		Hourly Rate 7.50
Cira M Ramirez	072-92-3996	05/19/2003		Hourly Rate 6.50
Claudia Alvarez	610-86-0103	04/07/2003		Hourly Rate 6.50
Clelie Orisme	127-68-7670	08/07/1997		Hourly Rate 7.25
Dionicio Hernandez	040-42-2102	08/26/2002		Hourly Rate 7.50
Eduvigis A. Castillo	082-92-1917	08/13/2003		Hourly Rate 7.50
Elena Morales	078-53-7965	07/08/2003		Hourly Rate 6.00
Elicia Solano	123-98-7654	03/24/2003		Hourly Rate 6.50
Erlinda Martinez	068-78-1569	03/27/2003		Hourly Rate 6.50
Espania Pineda	102-71-6820	11/28/2001		Hourly Rate 7.50
Francisco Pena	068-92-1207	09/26/2002		Hourly Rate 7.75
Francols Kabore	068-92-1061	10/14/2002		Hourly Rate 7.50
Gracia Blyden	580-05-8819	08/10/1995		Hourly Rate 7.75
Gregoria Intriago	037-74-7563	04/10/2002		Hourly Rate 8.80
Jose Julio Alvarez	117-86-5625	08/12/2002	22,100.00	Hourly Rate 7.50
Jose Lopes	055-92-3980	03/11/2002	16,900.00	Salary 22,100.00
Josefina Rodriguez	130-80-8529	07/01/2003		Salary 16,900.00
Juan A Flores	079-76-4425	07/28/2003	28,600.00	Hourly Rate 6.50
Leonel Cabrera	765-07-3771	11/05/2002		Salary 28,600.00
Maria Romero	037-09-6431	07/03/2003		Hourly Rate 7.75
Maribel Martinez	079-53-2419	04/24/2002		Hourly Rate 8.50
Maribel Perez	081-92-4834	10/26/2002		Hourly Rate 7.50
Marilu Flores	070-44-9128	07/02/2003		Hourly Rate 7.50
Maritza Cordoba	624-32-2747	07/03/2003		Hourly Rate 6.50
Micahiz Puzman	085-98-8677	08/08/2003		Hourly Rate 6.50
Mirian Bravo	142-74-9830	04/30/2002		Hourly Rate 6.00
Mocles Rosalva	087-74-1622	08/12/2002	13,000.00	Hourly Rate 7.50
Nancy Maisonave	116-86-1289	10/14/2002		Salary 13,000.00
Ofella Reyes	016-83-3278	08/11/2003		Hourly Rate 7.50
Ousmane Ouedrago	217-53-0003	07/14/2003		Hourly Rate 6.00
Patricia M. Payero	101-92-9317	07/14/2003		Hourly Rate 6.50
Ramay Narimanov	155-06-9976	09/19/2002	24,700.00	Hourly Rate 8.25
Ramon E. Alvarez	080-82-7886	03/24/2003	18,200.00	Salary 24,700.00
Ramona Baulista	073-87-3054	03/27/2003		Salary 18,200.00
Reyna M. Barrios	150-93-5761	07/08/2003		Hourly Rate 7.50
Rodrigo Vaquero	473-83-3659	06/03/2003		Hourly Rate 8.50
Santa M Ceballas	098-92-1221	06/08/2003		Hourly Rate 6.75
Santa Piazza	058-28-3667	02/03/1997		Hourly Rate 6.50
				Hourly Rate 7.50

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General Payroll  
Employee Phone List  
September 9, 2003

Employee	SS No.	Hire Date	Salary	Earnings 1/Rate
<i>W204</i> Simon Men delavich	077-90-6694	08/12/2002	22,100.00	Salary 22,100.00
Susana Dias	054-75-9853	04/25/2000		Hourly Rate 8.00
Teresa Martinez	077-90-6959	04/10/2002		Hourly Rate 7.00
Valentina Nunez	074-74-4859	03/29/2003		Hourly Rate 6.75
William Heredia	060-88-3871	03/12/2003		Hourly Rate 6.50
Yolanda Manzanares	118-78-1349	09/10/2001		Hourly Rate 7.75
Yolanda Perez	083-69-5285	08/13/2002		Hourly Rate 7.50



# **EXHIBIT I**



STIPULATION entered into on November 27, 2006, between LAUNDRY, DRY CLEANING AND ALLIED WORKERS JOINT BOARD-UNITE HERE ("Union") and B&M Linen Corp DBA Miron & Sons Linen Supply("Employer").

1. The collective bargaining agreement covering the period November 28, 2003 through November 27, 2006, between the above named parties ("CBA") shall be extended through November 27, 2009 on all of its existing terms and conditions, except as expressly modified herein.

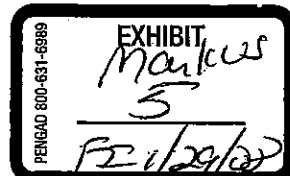
2. Effective 11/27/06, Minimum Rates (Inside) shall be as follows:

	<u>Hiring Rate</u>	<u>Job Rate</u>
Inside Production	\$7.50	\$8.50
Rough Dry Assorter	7.52	8.52
Washer	8.50	9.50
Washroom (other)	8.25	9.25
Engineers	14.87	15.87
Machinists, etc.	12.86	13.86
Carpenters, etc.	12.74	13.74
Fire Person	12.50	13.50
Oiler	11.84	12.84
Auto Mechanics Helper, etc.	11.75	12.75
Truck/Car Washer	11.43	12.43
Porter, etc.	7.68	8.68
Office (Per Week)	296.00	333.50

(a) Employees hired on and after 11/28/06 may be hired for up to \$1.00 per hour less than their Job Rate (which lower rate is the Hiring Rate shown above) for the first three months of employment, \$.75 less for the next three months of employment, \$.50 less for the next three months of employment, and \$.25 less for the next three months of employment, with a rate to be no less than the Job Rate one year from the date of hiring. Thereafter each employee shall receive a \$.30 per hour increase on the next CBA anniversary date and a further \$.30 per hour increase on the following CBA anniversary date, if such dates fall within the term of the Collective Bargaining Agreement. For purposes of this provision, the CBA anniversary dates shall be deemed to be 11/26/07 and 12/1/08.

(b) Any employee hired between 11/28/05 and 11/27/06 and not receiving at least the above Hiring Rate as of 11/28/06, shall immediately be brought up to the above Hiring Rate and shall continue to receive the \$.25 per hour quarterly increases that such employee was previously receiving (or lesser final quarterly increase) until the Job Rate is achieved, and then a further \$.30 per hour increase on each succeeding CBA anniversary date, if such dates fall within the term of the Collective Bargaining Agreement. For purposes of this provision, the CBA anniversary dates shall be deemed to be 11/26/07 and 12/1/08.

(c) Any employee hired prior to 11/28/05 but not earning at least \$9.50 per hour shall receive hourly wage increases on 11/27/06, 11/26/07 and 12/01/08, sufficient to bring the hourly rate to \$9.50 per hour (but no such increase shall be more than \$.50 per



hour, or less than \$.30 per hour), and the increases on the above dates after the rate of at least \$.95 has been reached, shall be \$.30 per hour. Those already at the \$.95 hourly rate, shall receive the three \$.30 per hour increases, except that Engineers, Machinists, etc., Oilers, etc., and Truck and Car Washers shall receive three \$.40 per hour increases.

(d) All of the foregoing is subject to the proviso that any employee already on the payroll as of 11/27/06 and who continues on the payroll through 12/1/08, who is not making at least \$.95 per hour on 12/1/08 (after giving effect to the 12/1/08 hourly wage increase), shall receive an additional hourly increase sufficient to bring such employee to \$.95 per hour.

3. Non commission route employees (including trailer drivers and helpers) <sup>+mechanics</sup> receiving at least the minimum for the job, shall receive weekly wage increases of \$18, \$17, and \$17 on 11/27/06, 11/26/07, and 12/01/08, and the minimum increased by the same amounts. m

4(a) The contribution rate to the Insurance Fund (Social Insurance) shall be as follows, effective:

<u>11/27/06</u>	<u>11/26/07</u>	<u>12/01/08</u>
12.9%	13.6%	14.3%

(b) The contribution rate to the Insurance Fund (Retirement) shall be as follows, effective:

<u>11/27/06</u>	<u>11/26/07</u>	<u>12/01/08</u>
1.1%	1.4%	1.6%

(c) The contribution rate to the Scholarship and Education and Legal Services Fund effective 11/27/06, shall be .4%.

5. All references to the name of the Union, shall be changed to "Laundry, Dry Cleaning and Allied Workers joint Board, UNITE HERE".

6. The Employer agrees to furnish the Union with a <sup>every 4 months</sup> ~~quarterly~~ list of employees in the bargaining unit, including each employee's name, social security number, department, title, home address, phone number, date of hire and rate of pay (to the extent such information is both available and maintained in a computer readable form; the same to be furnished in a computer readable form. h

7. Article 6 of the CBA shall be amended by substituting "UNITE HERE TIP Campaign Committee" for "Unite Political Action Committee".

8. The language of the Family Medical Leave Act shall be attached as an Exhibit to the CBA.

9. The Employer shall hold a fire drill at least once per contract year.

10. The Employer shall assure that all supervisory personnel attend a sensitivity training session, at least once during the life of the CBA (Add to Article 45).

11. Article 19 Section A3 shall be amended by inserting "shall be permitted a minimum of one (1) hour per week with pay in order to carry out their duties, but" after the word "stewards" in the first sentence.

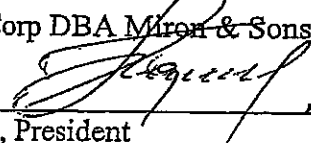
12. Article 11 Section H shall be amended to provide that (i) at the written request of the Union, the Employer shall make available to the Union, time cards for copying/inspection, and (ii) paychecks shall indicate vacation pay, sick days and holiday pay.


13. Article 31 shall be amended to provide that bins filled at the Employer's plant shall not exceed 600 pounds, and the Employer shall request of its customers that they do not overload the bins, but that the Employer shall incur no liability or further responsibility if its customers do not honor such request.

14. Article 24 is modified by the substitution of "fifteen (15) working days" for "thirty (30) days".

15. In the event the Union enters into a settlement of its present negotiations for a modification and extension of the collective bargaining agreement covering the period November 28, 2006 through November 27, 2009, with any other employer engaged in hospitality work, and such settlement differs in any material respect from this Final Offer, with respect to its economic terms, it shall immediately notify the Employer of the contents of such settlement and the Employer shall have the option, exercisable within five (5) business days thereafter, of substituting such settlement in place of the terms and conditions contained herein.

16. \*

B&M Linen Corp DBA Miron & Sons Linen Supply  
by:   
Miron Markus, President

LAUNDRY, DRY CLEANING AND ALLIED WORKERS JOINT BOARD - UNITE HERE,  
by:   
Wilfredo Laramuent, Manager

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\* This Stipulation includes a series of agreed-upon side letters as itemized in the attached list provided by union counsel

ject to  
agreed-  
n side  
to be  
executed  
the  
ities,

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SIDE LETTER AGREEMENT TO STIPULATION entered into on November 27, 2006 between LAUNDRY, DRY CLEANING AND ALLIED WORKERS JOINT BOARD-UNITE HERE ("Union") and B&M Linen Corp. d/b/a Miron and Sons ("Employer").

1. The terms set forth below supplement and / or modify the stipulation entered into between the parties on November 27, 2006, (herein Stipulation) which extended the parties collective bargaining agreement covering the period November 28, 2003 through November 27, 2006 (herein CBA) to November 27, 2009.
2. Article 2(B) CBA - Recognition / Access: The parties agree that if a union representative wants to speak with any employee, he shall ask the supervisor or manager for permission to speak privately to the member. Permission shall not be denied and management shall assign a private space for said discussion. The Union shall retain the right to walk the shop floor unaccompanied by management to inspect working conditions without stopping and discussing issues.
3. Article 6 CBA - Union Dues: Article 6 shall be amended by inserting the following italicized language into the last sentence of the second paragraph to read as follows: "All union dues and initiation fees deducted as aforesaid shall be transmitted by check to the Union not later than the 10<sup>th</sup> day *after the first payroll period* of each month."
4. Article 7 (B) CBA & Paragraph 2 Stipulation – Minimum Rates: If the Employer does not employ workers in a particular category listed, the category and pay rate is not applicable to the stipulation. The parties agree that the Employer currently does not employ any Washers. Should the Employer train any employees to operate the tunnels, they will be paid at the Washer rates.
5. Article 7(C)(a) and (b) CBA - Guarantee of Hours: When needed, every two months, a vote shall be taken among the union members to determine if workers wish to forego the minimum hours guaranteed and be subject to a lay-off based on seniority. If workers vote to forego the guarantee of hours no such employees shall be laid off until the following vote.
6. Article 11, Section G CBA - Posting of Schedule: The Union and Employer agree to discuss the Employer's assignment of some employees to shifts without consecutive hours and notice of such a schedule.
7. Article 19 § A3 CBA & Paragraph 11 Stipulation- Stewards: The Employer agrees that the shop stewards shall be permitted a total of one hour per week

with pay to carry out both their duties as set forth in Article 19 A and to participate in the orientation process for new employees described herein:

The Employer shall give the Union the option to participate in the orientation process for new employees, for a thirty (30) minutes period of time without any representative of the Company present. One Shop Steward shall be allowed to give new employees information about the Union, the Collective Bargaining Agreement and the benefits program for thirty (30) minutes. In advance of the orientation, the Employer shall provide the Union with a list of all new employees who will be involved in the orientation, including each employee's name, social security number, job title, department and employment category. Neither the Employer nor the Union will make any negative references toward each other.

8. Article 31 CBA & Paragraph 13 Stipulation – Health & Safety: The parties recognize that on some occasions for some customers, the weight of the bins leaving the Employer premises may as a business necessity have to exceed 600 pounds. The Employer will notify the union in advance of such occurrences and discuss what additional assistance can be provided to the driver or develop additional solutions for protecting the health and safety of the driver.
9. Article 35, Section A CBA - Arbitration: The parties agree to replace Philip Ross and Beverly Gross with two other arbitrators to be mutually determined by the parties. Daniel Brent, the designated substitute arbitrator, will serve as the designated arbitrator along with the two as yet to be named arbitrators on a rotating basis.

Wilfredo Larancuent agrees to meet with Miron Markus to discuss any grievance that is scheduled for arbitration prior to the hearing date.

10. Upon the Employer's request, the Union agrees to schedule a meeting with the Insurance and Pension funds administrators, including counsel Mike Schwartz., to perfect an audit and / or determine monies owned by the Employer, if any.
11. The Union agrees to initiate preliminary meetings for renewal of the current collective bargaining agreement in August 2009.

Agreed: \_\_\_\_\_

Wilfredo Larancuent      Date  
Laundry, Dry Cleaning  
Joint Board, UNITE HERE

Miron Markus      Date  
Miron and Sons

# EXHIBIT J





Date Quarter Ended MARCH 31, 2007

Page # 2

Miron & Sons Linen Services  
220 Coester St  
Bronx, N.Y. 10474  
(Type or print in this space employer's name and address)

Data below for supplemental Retirement Fund.  
In Col. 6 indicate for each employee covered by  
this Fund the type of work performed based  
on Code:

R-Route Employee  
E-Engineer

H-Route Helper  
M-Maintenance

[illegible]

TOTAL NO. of hours Worked in Qtr. (1)	Employees Social Security Number 000-00-0000 (2)	Name of Employee (Please type print) (3)	Gross Wages Dollars Cents(4)
398	068-92-1207	Francisco Pena	4,540.80
173	584-76-8190	Gabriela Martinez	4,220.93
110	062-96-6150	Gladys E. Perez	3,804.00
161	580-05-8819	Gracia Blyden	2,965.05
570	121-92-7959	Isabel M. Amaro	4,455.80
188	165-28-7954	Jaqueline Perez	4,083.16
salary	117-86-5625	Jose Julio Alvarez	6,760.00
salary	055-92-3980	Jose Lopez	4,683.71
514	765-07-3771	Leonel Cabrera	4,655.20
512.5	624-32-2747	Naritza Cordoba	3,822.15
salary	099-64-4972	Marquis Mangrum	7,735.00
191	583-39-6221	Miguel E. Figueroa	3,950.00
391	142-74-9630	Mirian Bravo	4,325.20
salary	087-74-1622	Mocles Rosalva	5,655.00
375	548-99-9456	Modesta Alvarez	3,916.18
100	116-86-1289	Nancy Maisonaile	4,235.50
salary	155-06-9976	Ramay Narimanov	7,500.00
163	089-67-3543	Remedios Aguilar	4,041.41
500	098-78-1009	Rocio Castelan	3,606.15
180	473-83-3659	Rodrigo Vaquero	4,211.65
			93,166.89

TOTAL WAGES REPORTED FOR THIS PAGE

Form  
#1202



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08/11/07

**B & M Linen Corp**  
**Employee Earnings Summary**

	January 11 through April 5, 2007		
	Salary	Hourly Rate	Overtime Hourly Rate
Adaigiza Rodriguez	0.00	4,394.60	748.20
Aissa Djiteye	0.00	4,246.00	442.20
Alma R. Munoz	0.00	3,943.50	584.55
Ana Benítez	0.00	4,201.10	457.95
Andrema Michel	0.00	4,180.00	759.00
Angela Franco	0.00	3,664.45	205.43
Antonia Hernandez	0.00	4,030.40	158.40
Carla Hernandez	0.00	3,095.90	0.00
Carmen D. Rodriguez	0.00	3,401.20	534.60
Claudia Alvarez	0.00	4,170.15	646.44
Cielie Orisme	0.00	4,158.00	270.60
Dionicia Hernandez	0.00	3,813.00	505.29
Epifania Augustin	0.00	4,029.10	51.60
Francis Fernandez	0.00	3,847.50	97.22
Francisco Pena	0.00	4,540.80	3,057.30
Gabriela Martinez	0.00	4,220.93	431.94
Gladys E. Perez	0.00	3,804.00	108.23
Gracia Blyden	0.00	2,965.05	0.00
Isabel M. Amaro	0.00	4,455.80	504.24
Jaqueline Perez	0.00	4,083.16	463.24
Jose Julio Alvarez	6,760.00	0.00	0.00
Jose Lopez	4,683.71	0.00	0.00
Leonel Cabrera	0.00	4,655.20	2,607.00
Maritza Cordoba	0.00	3,822.15	485.56
Marquis Mangrum	7,735.00	0.00	0.00
Miguel E. Figueroa	0.00	3,950.00	1,002.76
Mirian Bravo	0.00	4,325.20	442.20
Mocles Rosalva	5,655.00	0.00	0.00
Modesta Alvarez	0.00	3,916.18	112.68
Nancy Maisonave	0.00	4,235.50	632.10
Ramay Narimanov	7,500.00	0.00	0.00
Remedios Aguilar	0.00	4,041.41	663.56
Rocio Castelan	0.00	3,606.15	163.80
Rodrigo Vaquero	0.00	4,211.65	864.92
Susana Dias	0.00	4,136.00	567.60
Wendy Hernandez	0.00	911.64	93.90
William Heredia	0.00	4,075.30	317.48
Zenaida Hernandez	0.00	2,110.80	18.00
<b>TOTAL</b>	<b>32,333.71</b>	<b>127,241.82</b>	<b>17,997.99</b>